

**LEXINGTON-FAYETTE URBAN COUNTY COUNCIL**

**WORK SESSION AGENDA**

**June 16, 2009**

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – None**
- III. Approval of Summary-Yes, June 9, 2009, pp.6-11**
- IV. Budget Amendments – None**
- V. New Business, pp.14-51**
- VI. Continuing Business / Presentations**
  - A. Intergovernmental Committee, pp.52-55**
  - B. Consent Decree Required Ordinance Revision  
Mr. Charlie Martin, Director of Water Quality**
  - C. 2010 Alltech FEI World Equestrian Games™ Update  
Ms. Krista Greathouse, LFUCG Liaison to 2010  
World Equestrian Games**
  - D. Public Safety Operations Center & Interoperable  
Radio System – Commissioner Tim Bennett &  
Mr. David Lucas**
- VII. Council Report**
- VIII. Mayor's Report – None**
- IX. Public Comment – Issues Not on Agenda**
- X Closed Session – Portion of Item D. under VI.**

## ADMINISTRATIVE SYNOPSIS

### New Business Items

- A. Authorization of an Amendment to the Plan Management Agreement and an Amendment No. 1 to the Group Stop-Loss Policy with the Humana Insurance Company. (388-09) (Allen/O'Mara)  
This request will authorize an amendment to the Plan Management Agreement for changes, additions and / or deletions effective January 1, 2009. The Amendment No. 1 to the Group Stop-Loss Policy regarding a new schedule of coverage effective January 1, 2009.**pp.14-31**
- B. Authorization of Change Order No. 1 to Contract with G & G Paving and Construction, Inc. Regarding the Valley Park Parking Renovation Project. (391-09) (P. King/Cole)  
This request will authorize Change Order No. 1 to increase contract amount by \$3,600 with G & G Paving and Construction, Inc. regarding the Valley Park Parking Renovation. The increase is for the construction of a new entrance apron and installation of post bollards to prevent vehicles entering the park through the parking area. Original contract amount was \$37,100. New contract amount is \$40,700. Funds are budgeted.**pp.32-34**
- C. Authorization to Accept a Donation from the Bluegrass Crimestoppers, Inc. on Behalf of Police Detective Robert Sarrantonio to Attend the 2009 Crime Stoppers USA Conference. (390-09) (Bastin/Bennett)  
This request will authorize the acceptance of a donation valued at \$1,645.06 on behalf of Police Detective Sarrantonio to attend the 2009 Crime Stoppers USA Conference from August 23 to August 29, 2009. Funds will be used for conference registration, travel, lodging and meals. Detective Sarrantonio is the regional Vice President for Crime Stoppers USA.**p.35**
- D. Authorization to Submit Application to the US Department of Justice on Behalf of the Department of Public Safety, Divisions of Police and Fire and Emergency Services and the Fayette County Sheriff's Office for Purchase of Bulletproof Vests – FY2010. (389-09) (P. King/Bennett)  
This request will approve the submission of an application for federal funds in the amount of \$21,280 from the US Department of Justice for purchase of 46 bulletproof vests for the Division of Police and ten (10) bulletproof vests for the Division of Fire and Emergency Services at a cost of \$760 per vest. A local match of \$21,280 is required and has been requested from the FY2010 General Fund budget. Total project cost for the Divisions is \$42,560. The Fayette County Sheriff's Office has requested federal funds in the amount of \$3,990 for the purchase of ten

(10) bulletproof vests at a cost of \$798 per vest. The Sheriff's Office will provide the match of \$3,990 from their own budget. Total project cost for the Sheriff's Office is \$7,980.**p.36**

- E. Authorization to Submit an Application to the US Department of Justice and Accept Award (if Offered) on Behalf of the Department of Public Safety, Division of Police under the Edward Byrne Memorial Justice Assistant Grant – FY2010. (394-09) (P. King/Bennett)

This request will authorize the submission of an application for a formula amount of \$410,023 from the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance and accept the award (if offered) on behalf of the Division of Police under the Edward Byrne Memorial Justice Assistant Grant. The Division has proposed the funds be used to support the costs of installing Wireless Mesh Networks inside New Circle Road to improve communications of the Mobile Data Computer Network. No matching funds are required.**p.37**

- F. Authorization to Accept an Award from the Kentucky Justice and Public Safety Cabinet on Behalf of the Department of Public Safety, Division of Police – FY2010. (396-09) (P. King/Bennett)

This request will authorize the acceptance of state funds in the amount of \$2,063,763 from the Kentucky Justice and Public Safety Cabinet on behalf of the Division of Police. Funds of \$1,763,900 will provide eligible officers (569 sworn positions) with supplemental pay of \$3,100 for participation in training programs. The program will contribute 17.00% of the amount towards the pension of participants for a total amount of \$299,863. No matching funds are required.**p.38**

- G. Authorization to Accept an Award from the Commission on Fire Protection, Personnel, Standards, and Education on Behalf of the Department of Public Safety, Division of Fire and Emergency Services. (397-09) (P. King/Bennett)

This request will authorize the acceptance of state funds in the amount of \$1,875,159 from the Commission of Fire Protection, Personnel, Standards, and Education on behalf of the Division of Fire and Emergency Services. Funds of \$1,602,700 will provide eligible firefighters (517 funded officers) with supplemental pay of \$3,100 for participation in training programs. The program will contribute 17.00% of the amount towards the pension of participants for a total amount of \$272,459. No matching funds are required.**p.39**

- H. Authorization to Amend Resolution 350-09 for Corrections of Street Name and Address Number for the Proper Operation of the Enhanced 911 System. (395-09) (Lucas/Bennett)

This request will authorize an amendment to Resolution 350-09 to correct the street name of 3401 Sports Horse Lane to read 3401 Sport Horse Lane and correct address number of 372 Glen Arvin Avenue to read

372 ½ Glen Arvin Avenue. There are no other changes associated with this amendment.**p.40**

- I. Authorization to Accept Donated Items from the Kentucky Division of Emergency Management (KYEM) and the Jessamine County Emergency Management Agency (EMA) on Behalf of the Department of Public Safety, Divisions of Fire and Emergency Services and Emergency Management / 911 Regarding the Chemical Stockpile Emergency Preparedness Program (CSEPP). (401-09) (Dugger/Bennett)  
This request will authorize the acceptance of 20 desktop charger and batteries for the Quickdraw Suction unit; two (2) boxes of wristbands; a 17-inch View Sonic monitor; and two (2) HAZMAT Cad Plus monitors from the KYEM and 15 Medical Ready bags from the Jessamine County EMA on behalf of the Divisions of Fire & Emergency Services and Emergency Management / 911 through the CSEPP. The Division of Emergency Management / 911 will retain the 17-inch View Sonic monitor and all other items will be transferred to the Division of Fire and Emergency.**p.41**
- J. Authorization for the Purchase Properties for a Flood Hazard Mitigation Project. (393-09) (P. King/Taylor)  
This request will authorize the purchase of structures on nine (9) properties at an estimated cost of \$1,146,090, located on Ft. Sumter Drive, Gayle Drive, Cabot Drive and Shandon Drive for a Flood Hazard Mitigation Project. The land will be used as open space. The Project is federally funded by a grant from the Kentucky Department of Military Affairs, Kentucky Division of Emergency Management. The source of federal funds is the Federal Emergency Management Agency. Funds are budgeted.**p.42**
- K. Authorization of a Permanent Sidewalk Easement at Property Located at 463 Shawnee Avenue for the Meadows / Northland / Arlington Neighborhood Project – Phase 3C. (398-09) (P. King/Webb)  
This request will authorize a Permanent Sidewalk Easement at a cost of \$100 for 8 square feet at property located at 463 Shawnee Avenue for construction of a storm sewer for the Meadows / Northland / Arlington Neighborhood Project. The project is funded by the US Department of Housing and Urban Development, Community Development Block Grant. Funds are budgeted.**p.43**
- L. Authorization to Amend Resolution No. 322-2008 Regarding Agreement with the Georgetown Neighborhood Association. (402-09) (Langston)  
This request will authorize an amendment to Resolution No. 322-2008 regarding agreement with the Georgetown Neighborhood Association to reduce the amount of capital funds from \$5,000 to \$2,980 and change the project from sidewalk replacement in Douglass Park to the installation of ceiling tiles in the Association's community center.**pp.44-45**

- M. Authorization of a Lease for Commercial Office Space with MES Enterprises, LLC in the Triangle Center for Project Synergy. (400-09) (Dhuwaraha)  
This request will authorize a Lease for Commercial Office Space at \$4,143.75 per month with MES Enterprises, LLC for 4,275 square feet on the top floor of the Triangle Center located at 325 West Main Street for Project Synergy. The 12-month lease is from July 1, 2009 to June 30, 2010. Funds have been requested in the FY2010 Budget.**pp.46-49**
- N. Authorization of Change Order No. 1 to Contract with CDP Engineers, Inc. Regarding the Radcliffe Road Drainage Project. (392-09) (Martin/Taylor)  
This request will authorize Change Order No. 1 to increase contract amount by \$8,000 with CDP Engineers, Inc. regarding the Radcliffe Road Drainage Project. This increase will ensure specifications and project deliverables are in conformance with Economic Stimulus funds from the Kentucky Infrastructure Authority. Original contract amount was \$43,500. New contract amount is \$51,500. Funds are budgeted.**pp.50-51**

URBAN COUNTY COUNCIL  
WORK SESSION SUMMARY  
& TABLE OF MOTIONS

June 9, 2009

Vice Mayor Gray chaired the meeting until Mayor Newberry arrived at 4:33 pm. All Council Members were present.

- I. Public Comment – Issues on Agenda-None
- II. Requested Rezoning / Docket Approval-Yes

A motion by CM Lane to approve the docket, seconded by CM Crosbie, passed without dissent.

- III. Approval of Summary-Yes

A motion by CM Stinnett to approve the summary of 6/2/09, seconded by CM Gorton, passed without dissent.

CM Crosbie stated that she would like her comments from last week explained in that summary. (that has been done and is in red on the 6/2/09 summary).

- IV. Budget Amendments-Yes

A motion by CM Ellinger to amend the amount on journal # 33683 to \$1035, seconded by CM Beard, passed without dissent.

A motion by CM Crosbie to amend journal # 33194-95 to show that we already have \$250K in that fund, seconded by CM Ellinger, passed by a 9-6 vote.

A motion to approve the budget amendments as amended passed without dissent.

- V. New Business

- A. Authorization of an Expanded Jurisdiction Contract with the Kentucky Department of Housing, Buildings and Construction on Behalf of the Department of Public Works and Development, Division of Building Inspection. (369-09) (Crowe/Webb)

- B. Authorization to Submit a Loan Application to the Kentucky Infrastructure Authority and Accept the Assistance Agreement for the Downtown Streetscape Green Infrastructure Program Initiative Project. (373-09) (P. King/Webb)
- C. Authorization of Change Order No. 1 to Contract with Strand Associates, Inc. Regarding the Legacy Trail Project. (383-09) (P. King/Webb)
- D. Authorization of Deeds of Acceptances for Permanent Sidewalk Easements and Temporary Construction Easements at Properties Located at 467, 567, and 697 Georgetown Street Regarding the Georgetown Street Sidewalk Improvements Project. (374-09) (Rayan/Webb)
- E. Authorization to Create Sections 15-1.3(1) Through 15-1.3(9) of the Code of Ordinances to Designate a Clean Zone for the 2010 Alltech FEI World Equestrian Games™. (283-09) (Greathouse/Rabold)
- F. Authorization of an Official Merchandiser Agreement with Hands On Originals for Spotlight Lexington in Conjunction with the 2010 Alltech FEI World Equestrian Games™. (368-09) (Greathouse/Rabold)
- G. Authorization of a Presenting Sponsorship Agreement with Saint Joseph Health Systems Regarding Spotlight Lexington in Conjunction with the 2010 Alltech FEI World Equestrian Games™. (375-09) (Greathouse/ Rabold)
- H. Authorization of a Subscriber Agreement with Thomson West on Behalf of the Department of Law. (367-09) (Askew)
- I. \*Authorization to Amend Section 21-5 of the Code of Ordinances on Behalf of the Department of Environmental Quality, Division of Environmental Policy. (365-09) (Allen/Taylor)
- J. Authorization to Submit Loan Application to the Kentucky Infrastructure Authority and Accept an Assistance Agreement for the Radcliffe Road Drainage Improvements Project. (371-09) (P. King/Taylor)
- K. Authorization of a Deed of Acceptance for Acquisition of Property Located at 133 Northwood Drive for the Northwood Drive Storm Water Project. (372-09) (Martin/Taylor)
- L. Authorization of a Change Order No. 1 to Contract with Strand Associates, Inc. Regarding the Town Branch Wastewater Treatment Plant (WWTP) – Screw Pump Replacement Design. (379-09) (Martin/Taylor)
- M. \*Authorization of an Engineering Services Agreement with HDR Engineering, Inc. Regarding the Wolf Run Pump Station Expansion and Relocation Project. (380-09) (Martin/Taylor)

- N. Authorization of a Sixth Amendment to Agreement with AmeriNational Community Services, Inc. for the HOME and Community Development Block Grant (CDBG) Housing Rehabilitation and Homeownership Programs. (366-09) (P. King/O'Mara)
- O. Authorization of a Substantial Amendment to the 2008 Consolidated Plan and to Accept Award for the Community Development Block Grant (CDBG). (376-09) (P. King/O'Mara)
- P. Authorization to Accept an Award from the Kentucky Department of Local Government (DLG) Under the Neighborhood Stabilization Program. (377-09) (P. King/O'Mara)
- Q. Authorization to Accept an Award from the Kentucky Department of Local Government (DLG) Under the Neighborhood Stabilization Program on Behalf of REACH, Inc. (378-09) (P. King/O'Mara)
- R. Authorization to Accept a Donation from Alpha Delta Chapter of ADK on Behalf of the Department of Social Services, Division of Family Services. (267-09) (Helm)
- S. Authorization to Accept a Donation from Mike and Julie Balog on Behalf of the Department of Social Services, Division of Family Services. (268-09) (Helm)
- T. Authorization of Change Order No. 2 to Contract with Jarboe Construction, Inc. Regarding the Carver Elevator Project. (384-09) (P. King/Cole)
- U. Authorization to Accept Donation from the Family Care Center Volunteer Board, Inc. on Behalf of the Department of Social Services, Division of Family Services. (381-09) (Helm)
- V. Authorization to Accept Donation from the Family Care Center Volunteer Board, Inc. on Behalf of the Department of Social Services, Division of Family Services. (382-09) (Helm)
- W. Authorization to Amend Section 7-17 of the Code of Ordinances Regarding Geographic Information Services (GIS). (370-09) (Dhuwaraha/O'Mara)
- X. Authorization of a Lease Agreement with Kentucky Medical Services Foundation, Inc. for Benefit of the University of Kentucky and an Asset Transfer Agreement with the University of Kentucky Regarding the Family Care Center Health Clinic. (387-09) (Askew)

A motion to approve new business items A-X passed without dissent.



## VI. Continuing Business / Presentations-Yes

### A. Services Committee Report

This report was given by Chair CM Ellinger. There was 1 motion to come forward. Several CMs spoke on this issue.

A motion by CM Ellinger to move the animal cruelty draft to full council, seconded by CM McChord, passed with a 12-2 vote.

A motion by CM Lane to table the previous motion until revised, seconded by CM Martin, failed by a 3-12 vote.

There was a discussion on item 'B' of new business. Several CMs spoke along with Harold Tate and Mike Woolums.

### B. Recycling Center Master Plan

Comm. Taylor spoke before presenting John Roderique, P. E., Vice President, GBB. Several CMs asked questions.

### C. LFUCG Airport Board Report

This report was given by Robert Owens, Chair, LFUCG Airport Board and Eric Frankl, Interim Executive Director, Blue Grass Airport. Several CMs spoke on this issue.

### D. LexTran update

This was given by Rocky Burke, General Manager. Several CMs and citizens spoke on this issue.

A motion by CM Henson, to add the Lextran budget to the 6/11/09 docket, seconded by CM Gorton, passed without dissent.

## VII. Council Report

CM Lawless-Reminded everyone of Thursday Night Live in Cheapside Park and Farmer's Market on Saturdays; on 6/20 there will be a farm tour; on 6/14 there will be Mentelle Stroll from 2-5 pm; recognized the passing of Dolly Galbreadth-a great volunteer; made a statement about the South Limestone Streetscape project-very supportive, but short notification and information not consistent.

Mayor Newberry interjected comments about the South Limestone St issue. Several CMs spoke on this issue.

CM James-A motion by CM James to place on the docket for Thursday night's Council Meeting a resolution authorizing and directing the Mayor to enter into agreements for the expenditure of Neighborhood Development and/or Redevelopment Bond Issue funds on the following: (1) Cove Haven Cemetery tree maintenance and removal project in the amount of \$14,000 with the Cove Haven Cemetery, Inc and (2) Isaac Scott Hathaway Museum site improvement project in the amount of \$11,000 with the Isaac Scott Hathaway Museum, Inc., seconded by CM Lawless, passed by an 11-0 vote, four absent CMs.

A motion by CM James to amend the docket on 6/11/09 to include an allocation of UDAG funds, of an amount not to exceed \$45,000 to Habitat for Humanity for water line upgrades in order to complete construction on affordable housing for three households on Loneta Avenue, seconded by CM Myers, passed by an 11-0 vote, four CMs absent.

A motion by CM James to amend the 6/11/09 docket to include a resolution amending section 2.102 of the Rules and Procedures of the Lexington-Fayette Urban County Council to create an Economic Development Standing Committee, seconded by CM Myers, failed by a 4-6 vote, five CMs absent.

CM Martin- Stated that his meetings have become mute now.

CM Crosbie- Announced that Woodhill NA will have its Great American Cleanup this Saturday at 9 am at Woodhill Park.

CM Henson- Stated that there was Red Mile working group meeting that started at 7 pm tonight; Port Royal NA will have their Great American Cleanup this Saturday at 10 am- they received a \$2500 sustainable grant; on Monday at 7 pm Golfview NA will meet.

CM Beard- A motion by CM Beard to approve the NDF list, seconded by CM Crosbie passed without dissent.

CM Myers- Stated that he had 2 neighborhood association meetings tonight at 7 pm.

CM Blues- Stated that he had a neighborhood meeting tonight at 6 pm and one at 7 pm.

## VIII. Mayor's Report-Yes

A motion by CM Lawless to approve the mayor's report, seconded by CM Martin was amended by CM Crosbie and seconded by CM Ellinger to approve all of the report except for the last 2 Social Services Board applications, Bluegrass

Crimestoppers, Agricultural Extension Board and Mr. Booker on the Black & Williams Board, passed without dissent.

IX. Public Comment-Issues not on the agenda-Yes

Citizens, Lewis Cobb and Amy Clark, spoke.

X. Closed Session-Cancelled

A motion to adjourn work session was seconded and passed without dissent.

Work Session adjourned at 8:08 pm.

**NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS****12**

June 16, 2009 Work Session

If the item listed below is on the Agenda, approval of the listed Item includes approval of the attached Budget Amendment. These Budget Amendments are not voted upon as part of section IV on the Agenda and are for information only.

NEW BUSINESS ITEM	BUDGET JOURNAL	DIVISION	DESCRIPTION OF REQUEST	
394-09	TBD	Community Development	To provide funds for the Edward Byrne Memorial Justice Assistance Grant – FY 2010.	
E			3140	410,023
			3140	410,023CR
				0*
396-09	TBD	Community Development	To provide funds for Police Training Incentive – FY 2010.	
F			3400	2,063,763
			3400	2,063,763CR
				0*
397-09	TBD	Community Development	To provide funds for Training Incentive for Firefighters – FY 2010.	
G			3400	1,875,159
			3400	1,875,159CR
				0*

**EFFECT ON FUND BALANCES**

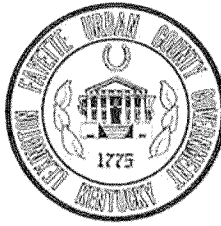
FUND 3140	0*	NO EFFECT ON:	US DEPARTMENT OF JUSTICE
FUND 3170	0*	NO EFFECT ON:	US ENVIRONMENTAL PROTECTION AGENCY
FUND 3400	0*	NO EFFECT ON:	GRANTS - STATE

# Budget Information For New Business Items

June 16, 2009 Work Session

**13**

Item	Number	Amount	Fund	Name / Description
A	388-09	NA		
B	391-09	3,600	3120	US Dept of Housing and Urban Development
C	390-09	NA		
D	389-09	NA		
E	394-09	410,032	3140	US Department of Justice Budget Journal
F	396-09	2063763	3400	Grants – State Budget Journal
G	397-09	1,875,159	3400	Grants – State Budget Journal
H	395-09	NA		
I	401-09	NA		
J	393-09	285,522.50 859,567.50	2517 3200	2008 Bond Projects Fund US Department of Homeland Security
K	398-09	100	3120	US Dept of Housing and Urban Development
L	402-09	(2,020)	1101	General Service District – General Fund
M	400-09	49,725	2514	2005 Bond Projects Fund
N.	392-09	\$8,000	2522	Public Works Bond Fund



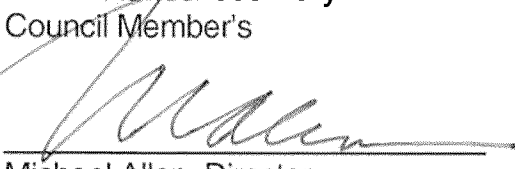
388-09

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

William O'Mara  
Acting Commissioner

**TO:** Mayor Jim Newberry  
Senior Advisor Joe Kelly  
Council Member's

**FROM:**   
Michael Allen, Director  
Division of Human Resources

**DATE:** June 3, 2009

**RE:** Plan Management and Stop-Loss Agreement—Humana Insurance

The attached action authorizes the Mayor to execute an amendment to the Plan Management Agreement with Humana Insurance Company for health insurance plans and an amendment to the Stop-Loss policy with Humana Insurance Company.

If you have questions or need additional information, please contact Daniel H. Fischer at 258-3030.

Attachment  
DF/

cc: Darrylyn Combs, Human Resources Manager, Division of Human Resources  
Jim Dodson, Human Resources Analyst, Division of Human Resources

09-0056

388-09

**AMENDMENT TO PLAN MANAGEMENT AGREEMENT**

The Plan Management Agreement between **Humana Insurance Company** ("Plan Manager") and **Lexington Fayette Urban County Government** ("Client") effective on January 1, 2008 (the "Agreement") is hereby amended, in accordance with Article 16.7 of the Agreement and for good and valuable consideration, in the following particulars:

- I. Article II, Relationship Between the Parties, 2.7 has been deleted in its entirety and replaced with the following:

2.7 Except with respect to duties expressly assumed hereunder by the Plan Manager, the Plan Manager is not responsible for maintaining the Plan in compliance with ERISA, the requirements of the Internal Revenue Code or any applicable laws and regulations governing or affecting the Plan.

The Agreement is amended as provided above effective as of January 1, 2009.

- II. Article III, General Duties of Client, 3.6 has been deleted in its entirety and replaced with the following:

3.6 The Client promises that timely written notice will be provided to the Plan Manager of the Plan's management policies and practices, interpretations of the benefit provisions of the Plan, and changes in the Plan provisions. The Plan Manager is not responsible for failure to administer the Plan properly if directed otherwise by the Client or if materials are not provided timely by the Client to the Plan Manager to implement changes.

The Agreement is amended as provided above effective as of January 1, 2009.

- III. Article III, General Duties of Client, 3.7 has been deleted in its entirety and replaced with the following:

3.7 The Client shall provide accurate information to the Plan Manager as to the number and names of persons covered by the Plan and any other information necessary to enable the Plan Manager to provide the services required by this Agreement. This information shall be kept current on at least a monthly basis. The Plan Manager is not responsible for any claims paid in error due to inaccurate eligibility information.

The Agreement is amended as provided above effective as of January 1, 2009.

- IV. Article IV, General Duties of Plan Manager, 4.6 has been deleted in its entirety and replaced with the following:

4.6 With respect to its obligations under this Agreement, the Plan Manager will maintain professional liability and errors and omissions insurance in amounts sufficient to protect against losses with respect to occurrences arising out of failure to properly perform its obligations under this Agreement. Proof of coverage is available upon request.

The Agreement is amended as provided above effective as of January 1, 2009.

S

388-09

- V. Article V, Claims Administration, 5.8 has been deleted in its entirety and replaced with the following:

5.8 Appeals of denied claims shall be processed in accordance with the applicable provisions of the Plan. The Client acknowledges that the Plan Administrator shall have the ultimate responsibility and authority to make final determinations with respect to claims and is responsible for providing Participants with a written explanation of that decision.

The Agreement is amended as provided above effective as of January 1, 2009

- VI. Article V, Claims Administration, 5.10 has been deleted in its entirety and replaced with the following:

5.10 With respect to claims for which provider discounts are available ("Provider Discounts"):

- (a) The Client authorizes and directs the Plan Manager to process claims under this Agreement taking the Provider Discounts into account.
- (b) However, the Client directs the Plan Manager that a Provider Discount will not be applied with respect to a claim if doing so would result in payment by the Plan of a greater expense than would be payable if the Provider Discount was not applied.

The Agreement is amended as provided above effective as of January 1, 2009.

- VII. Article VI, Reports and Records, 6.1 has been deleted in its entirety and replaced with the following:

6.1 The Plan Manager will provide standard reports (see Exhibit H) to the Client or the Plan Administrator as mutually agreed upon by the Plan Manager and the Client. Reports requested outside of the standard reports are considered "ad hoc reports" and may be made available for an additional cost, upon mutual agreement between the Client and the Plan Manager.

The Agreement is amended as provided above effective as of January 1, 2009.

- VIII. Article VI, Reports and Records, 6.2 has been deleted in its entirety.

The Agreement is amended as provided above effective as of January 1, 2009.



- IX. Article VI, Reports and Records, 6.4 has been deleted in its entirety and replaced with the following:

6.4 The Plan Manager will prepare and make available records required to assist the Client or the Plan Administrator regarding legal action or regulatory review and reporting, upon reasonable request by the Client. The Client agrees to reimburse the Plan Manager for its reasonable costs of these services and the preparation, duplication, and transmission of these records.

The Agreement is amended as provided above effective as of January 1, 2009.

- X. Article VI, Reports and Records, has been amended to include the following:

6.6 Audits are governed by the Plan Manager's policy regarding Client audit requests (available upon request). Audits may be conducted by the Client or a third party on behalf of the Client provided all security documents, non-disclosure agreements and authorizations are completed and accepted by the Plan Manager. Request for an audit must be received sixty (60) days prior to the date in which the Client is requesting to perform said audit. Audits for active Clients must be conducted within two (2) years of the last day of the Plan year to be audited. Audits for Clients that have terminated their Plan with the Plan Manager must be conducted within one (1) year of the last day of the Plan year to be audited. Any audit that requires a review of more than three hundred (300) claims or is requested for more than one (1) week on-site the Client agrees that it may be subject to additional costs, the estimate for these costs will be provided prior to scheduling the audit. The audit will not be scheduled until the Plan Manager and the Client are in mutual agreement of the estimated additional cost. A report by the Plan Manager's independent accountant on the controls over claims adjudication (known as a SAS 70 report) is provided at no cost upon request.

The Agreement is amended as provided above effective as of January 1, 2009.

- XI. Article VII, Additional Administrative Services, 7.4 has been deleted in its entirety and replaced with the following:

7.4 The Plan Manager will provide the following miscellaneous administrative services, following its normal procedures:

- (a) Production of basic Participant identification cards.
- (b) Routine claims processing audit controls.
- (c) Fraud investigation services.

The Agreement is amended as provided above effective as of January 1, 2009.

XII. Article VII, Additional Administrative Services, 7.5 has been deleted in its entirety and replaced with the following:

- 7.5 The Plan Manager will provide "Subrogation/Recovery" services (in addition to routine application of the coordination of benefits provisions of the Plan) for identifying and obtaining recovery of claims payments from all appropriate parties through operation of the subrogation or recovery provisions of the Plan.
- (a) Subrogation / Recovery services will be provided by the Plan Manager following its normal procedures and such services may be performed by subcontractors and/or counsel selected by the Plan Manager.
  - (b) Subrogation / Recovery services include the following activities:
    - (1) Investigation of claims and obtaining additional information to determine if a person or entity may be the appropriate party for payment;
    - (2) Presentation of appropriate claims and demands for payment to parties determined to be liable;
    - (3) Notification to Participants that recovery or subrogation rights will be exercised with respect to a claim; and
    - (4) Filing and prosecution of legal proceedings against any appropriate party for determination of liability and collection of any payments for which such appropriate party may be liable.
  - (c) In the event of termination of this Agreement, Subrogation/Recovery services will be continued only in respect to claims processed under this Agreement and those continued services will be provided until completion. Subrogation/Recovery services will cease immediately if the termination of this Agreement results from a material default in the delivery of such subrogation services.
  - (d) The cost to the Client for providing services under this Article 7.5 is presented within Exhibit "F3.1 (a)", in accordance with Article IX. However, there will be no cost to the Client for recovery of claims payments made in error by the Plan Manager exclusive of any other cause. Also in this context, the Plan Manager may not be obligated to file and prosecute legal proceedings against persons for determination of liability and collection of any payments.
  - (e) Subrogation/Recovery services will be provided by the Plan Manager following its normal procedures when a group has contracted with a third party vendor (ex. Stop Loss carrier). Any recoveries are reported to the Client. The Client is responsible for any required notifications/reimbursements to their contracted third parties.

The Agreement is amended as provided above effective as of January 1, 2009.

XIII. Article VII, Additional Administrative Services, 7.7 has been deleted in its entirety. 388-09

The Agreement is amended as provided above effective as of January 1, 2009.

XIV. Article VII, Additional Administrative Services, 7.10 has been deleted in its entirety and replaced with the following:

7.10 In the event the Client has 10% or more of its employees enrolled in the Plan terminated from the Plan, within a period of thirty (30) days, due to one of the following reasons:

- (1) The Client makes design changes to the Plan or employee benefit programs, including changes required by applicable law or regulatory action resulting in employees being terminated from the Plan; or
- (2) The Client revises its corporate structure or organization resulting in employees being terminated from the Plan; or
- (3) Due to employee choice of participation in the Plan, results in employees being terminated from the Plan

the Plan Manager will continue processing Claims, for the terminated employees, which are incurred prior to the date of such change as provided in Article V of this Agreement.

Such claims will be processed as long as this Agreement is in force. The Client will be billed an additional administrative fee per employee as provided under Exhibit "F3.1(d)".

This Article 7.10 will not apply in the event the Plan Administrator provides timely written notification to the Plan Manager directing that services described in this Article are not required.

The Agreement is amended as provided above effective as of January 1, 2009.

XV. Article VII, Additional Administrative Services, 7.11 has been deleted in its entirety and replaced with the following:

7.11 The Plan Manager will provide certificates of prior coverage ("COPC") required to be issued by the Client under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirement. The Client allocates responsibility for generating forms certifying prior coverage and accompanying liability for noncompliance to the Plan Manager, to the extent of its obligations under this Agreement.

- (a) On a timely basis, the Plan Manager will issue a COPC form to persons whom the Client has identified as having had coverage under the Plan which has ended ("Recipients").
- (b) The Plan Manager will issue a COPC to the Recipients' last known addresses.

The Agreement is amended as provided above effective as of January 1, 2009.

XVI. Article XI, Termination, 11.1 has been deleted in its entirety and replaced with the following:

11.1 This Agreement may be terminated by the Plan Manager at the end of any contract period upon advance written notice of at least one hundred eighty (180) days. This Agreement may be terminated by the Client at the end of any contract period upon advance written notice.

The Agreement is amended as provided above effective as of January 1, 2009.

XVII. Article XI, Termination, 11.2(c) has been deleted in its entirety.

The Agreement is amended as provided above effective as of January 1, 2009.

XVIII. Article XI, Termination, has been amended to include the following:

11.9 Upon termination of this Agreement, the Client may elect to have the Plan Manager process claims for a run-out period of either three (3) or twelve (12) months. The administration fee for three (3) months of run-out will be equal to a one time payment of three (3) months worth of Administrative Fees. The administration fee for twelve (12) months of run-out will be equal to a one time payment of four (4) months worth of the Administrative Fees. The monthly run-out administration fee will be the full renewal Administrative fee times current enrollment. If commissions are to be paid to a broker during the run-out period, they should be included in the renewal Administrative Fee before calculating the amount to be billed to the Client for run-out. The total run-out administration fee and an executed Supplemental Agreement must be received by the Plan Manager in order for claims processing to continue after the active Agreement period has expired. The Client agrees that the Plan Manager will have no obligation to process claims beyond the end date of the Supplemental Agreement.

The Agreement is amended as provided above effective as of January 1, 2009.

XIX. Exhibit C – Utilization/Case Management Services, C1.4, has been amended to include the following:

(d) “Transplant Management” means hands-on support to Participants in need of organ and tissue transplants. The Transplant Management Team guides Participants to the Plan Manager’s National Transplant Network (NTN), designed to control costs and deliver a superior transplant experience. They review coverage, coordinate benefits, facilitate services and follow the transplant recipient’s progress from initial referral through treatment and recovery.

The Agreement is amended as provided above effective as of January 1, 2009.

XX. Exhibit C – Utilization/Case Management Services, C2.7, has been deleted in its entirety and replaced with the following:

C2.7 The Plan Manager will provide or arrange for the provision of Case Management services and Transplant Management services, under applicable Plan provisions.

The Agreement is amended as provided above effective as of January 1, 2009.

XXI. Exhibit C – Utilization/Case Management Services, C2.8, has been deleted in its entirety and replaced with the following:

C2.8 The Plan Manager will provide or arrange for the provision of the following additional services, under applicable Plan provisions.

- (a) **HumanaFirst®** nurse advice line which provides nurse triage and general health care information and assistance in choosing the appropriate level of care through telephone contact with licensed nursing professionals.
- (b) **HumanaBeginnings®** services for expectant mothers which assists in identifying high-risk pregnancies at the Precertification stage and refers individuals with high-risk pregnancies for individual Case Management services.
- (c) **Neonatal Intensive Care Unit Support** provided to premature and sick newborns admitted to the Neonatal Intensive Care Unit (NICU). Specialized Case Managers work on-site to support parents with education and service coordination with the goal of sending the newborn home to a supportive, prepared environment with informed caregivers and reducing the newborn's length of stay in the hospital.
- (d) **Disease Management** programs which provides education and assistance to Participants for specified diseases through various contracted vendors. Eligibility in the Disease Management programs is contingent upon specific diagnosis codes or procedural codes relative to each program's disease focus. Specific programs and vendors may change at the Plan Manager's sole discretion.

Such services are to include:

- 1. Asthma
- 2. Cancer (active treatment only)
- 3. Chronic Kidney Disease
- 4. Congestive Heart Failure
- 5. Coronary Artery Disease
- 6. Diabetes
- 7. End-Stage Renal Disease
- 8. Rare Diseases (Cystic Fibrosis, Hemophilia, Multiple Sclerosis, Myasthenia Gravis, Systemic Lupus Erythematosus, Amyotrophic Lateral Sclerosis (a.k.a. Lou Gehrig's Disease), Chronic Inflammatory Demyelinating Polyradiculoneuropathy (CIDP), Dermatomyositis, Parkinson's Disease, Polymyositis, Rheumatoid Arthritis, Scleroderma and Sickle Cell Anemia)

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- (e) Integrated Medical and Behavioral Health Care Management, which addresses medical and co-morbid behavioral health conditions. Teams of care managers integrate the delivery of care plans and other guidance so that a primary contact will address both physical and behavioral health conditions. Clinical associates screen Participants for behavioral health conditions in order to proactively identify Participants who might benefit from an integrated care plan.
- (f) Personal Nurse® services which provide Participants with a specially trained nurse and provides information and tools that can help Participants understand their health care options, take control of their health needs and get the most from their plan benefits. Participation is voluntary and Participants can choose to opt out at any time. Participants are identified as potential candidates who meet all of the following criteria:
  - (1) Humana is the third party administrator;
  - (2) Active enrollment status;
  - (3) Expected/actual hospital admission.
- (g) MyHumana, a personal, password-protected home page located at [www.humana.com](http://www.humana.com). Participants can log-in anytime to find a participating provider, look up benefits or check the status of a claim. Additional features include: shop-and-compare tools to help Participants choose hospitals and doctors, prescription drug information, a health encyclopedia, information on specific health conditions, financial tools to help with budgeting for health care and more.
- (h) Humana Health Assessment a confidential, online lifestyle questionnaire located at [MyHumana.com](http://MyHumana.com). Upon completion of the assessment, Participants will receive a customized health report that identifies health risks and provides steps they can take to gain more control of their health.
- (i) Preventive Reminders, proactive, targeted campaigns that deliver messages to Participants of primary prevention care. Messages are delivered in a variety of methods including Voice Activated Technology (VAT), mailers/postcards or emails. Topics include mammography screenings, vaccinations, immunizations and more.
- (j) Wellness Calendar Program is an electronic package that the Employer will receive each month with a dedicated focus on a wellness topic.
- (k) RadConsult services that offers convenient scheduling of imaging procedures (CT, CTA, MRI, MRA and PET scans). RadConsult is designed to help avoid issues such as inappropriate or unnecessary imaging studies that are costly and inconvenient to the patient, by educating ordering physicians on imaging procedures and best practice guidelines before the procedure is scheduled. Physicians call the Plan Manager to initiate the consultation and schedule any imaging procedure for a Participant.

The Agreement is amended as provided above effective as of January 1, 2009.

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XXII. A new Exhibit F -- Schedule of Fees - is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit F". This new Exhibit F shall supersede and be substituted for any previously existing exhibit to the Agreement of the same or similar designation.

The Agreement is amended as provided above effective as of January 1, 2009.

IN WITNESS WHEREOF, the Plan Manager and the Client have executed this Amendment on \_\_\_\_\_, 20\_\_.

**LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT**  
Lexington, Kentucky

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**HUMANA INSURANCE COMPANY**  
De Pere, Wisconsin

(By) Khalid Nazir  
Khalid Nazir  
Vice President

**EXHIBIT F****Schedule of Fees**

F1.1 The monthly fees presented in this Exhibit "F" are valid for the period of time beginning January 1, 2009 and ending on December 31, 2009, except as otherwise stated.

F2.1 General:

**Administrative Fees:**

	<b>Per Employee</b>	<b>Per Employee + 1</b>	<b>Per Employee + Spouse</b>	<b>Per Employee + Child</b>	<b>Per Family</b>
Medical	\$29.77	\$29.77	\$29.77	\$29.77	\$29.77

**Services NOT included in the Administrative Fees Listed Above:**

HumanaBeginnings <sup>®</sup>	\$257 Per Case
Neonatal Intensive Care Unit Support Program	
Telephonic:	\$2,073 Per Case
On-Site:	\$2,742 Per Case
Mental/Behavioral Health	\$2.34 Per Employee Per Month
Coronary Artery Disease, Disease Management Program	
Telephonic:	\$69 Per Participant Per Month
Congestive Heart Failure, Disease Management Program	
Telephonic:	\$196 Per Participant Per Month
End Stage Renal Disease, Disease Management Program	
Telephonic:	\$173 Per Participant Per Month
On-Site:	\$431 Per Participant Per Month
Rare Diseases, Disease Management Program	
High Intensity Interactive:	\$115 Per Participant Per Month
Low Intensity Interactive:	\$81 Per Participant Per Month
Self-Directed:	\$35 Per Participant Per Month



Chronic Kidney Disease, Disease  
Management Program

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On-Site:

\$173 Per Participant Per Month

Asthma, Disease Management  
Program

Telephonic (High Acuity):

\$143 Per Case

Telephonic (High Acuity):

\$489 Per Case

On-Going (High Acuity):

\$91 Per Participant Per Month

Diabetes, Disease Management  
Program

Telephonic:

\$150 Per Participant Per Month

Cancer, Disease Management  
Program

Telephonic:

\$328 Per Participant Per Month

F3.1 Specific:

- (a) Under Article 7.5 of this Agreement, the administrative fee for providing Subrogation / Recovery Services is 30% of all amounts recovered under that Article. The administrative fee will be applied towards the gross recovery, exclusive of any legal fees. Fees are calculated based on gross recovery. Expenses incurred are taken out of the Plan Manager's fee when it is the Plan Manager's choice to retain counsel. If the Client requests legal action outside the normal course of handling, it will be the Client's responsibility to pay legal fees incurred.
- (b) With respect to access to provider networks in accordance with Article 7.8 of this Agreement or other similar provider arrangements arranged through the Plan Manager, the Client understands that a special access fee may be payable, depending upon the network or arrangement. The Client and the Plan Manager agree that the Client will be obligated to pay any special fee under this Exhibit "F3.1(b)" only upon advance written notice to and written consent by the Client.
- (c) With respect to access to and application of the Shared Savings Program in accordance with Article 7.9 and Exhibit "D-1", the Client agrees to pay a fee equal to 30% of the "savings" on medical services realized by virtue of application of the Shared Savings Program Provider Discounts.
- (d) The fee payable for run-out claims processing under Article 7.10 of this Agreement has been pre-negotiated by the Client and the Plan Manager during the 2008-2010 effective years. The Client has chosen for the Plan Manager to process run-out claims for three (3) months. The fee for handling these run-out claims for three (3) months is equal to three (3) months of Administrative fees.

**388-09****F4.1    Payment:**

- (a)    Fees set forth in Exhibit "F2.1" are payable to the Plan Manager once per month, unless otherwise indicated.
- (b)    Any special access fees payable under Exhibit "F3.1(b)" shall be paid by the Client to the Plan Manager as billed.

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**AMENDMENT TO GROUP STOP-LOSS POLICY**

ISSUED BY HUMANA INSURANCE COMPANY

## AMENDMENT NO. 1

ATTACHED TO GROUP STOP-LOSS  
POLICY NO.: 707218EFFECTIVE DATE OF  
THIS AMENDMENT  
January 1, 2009

The following provisions are made a part of the Group Stop-Loss Policy to which this Amendment is attached; however, nothing contained herein shall vary, alter or extend any provision of the Group Stop-Loss Policy to which this Amendment is attached except as stated herein:

**A NEW SCHEDULE OF COVERAGE IS ADDED TO THE GROUP STOP-LOSS POLICY COVERING THE COVERED PERSONS OF LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT. THIS NEW SCHEDULE OF COVERAGE SHALL SUPERSEDE AND BE SUBSTITUTED FOR ANY PREVIOUSLY EXISTING SCHEDULE TO THE POLICY OF THE SAME OR SIMILAR DESIGNATION.**

IN WITNESS WHEREOF, Humana Insurance Company has caused this Amendment to be executed at its Home Office in the City of Green Bay, Wisconsin to take effect at 12:01 A.M., Standard Time, on the Effective Date shown herein.

Accepted for the POLICYHOLDER by

HUMANA INSURANCE COMPANY

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE - TITLE\_\_\_\_\_  
MICHAEL B. McCALLISTER  
PRESIDENT

GN-58244-10

09-0056

S

## STOP-LOSS SCHEDULE OF COVERAGE

388-09

## HUMANA INSURANCE COMPANY OF KENTUCKY

This Schedule of Coverage forms a part of the Policy issued to the Policyholder and shall be effective as of January 1, 2009 and continue in effect until December 31, 2009 unless sooner amended or revised.

Name of Policyholder's Plan: Lexington Fayette Urban County Government

Plan Administrator: Lexington Fayette Urban County Government  
(Humana is **not** the Plan Administrator as defined by ERISA)

Plan Administrator address: 200 E Main Street, Lexington, Kentucky 40507

1. Covered entities other than Policyholder: See attached

2. Classes of employees excluded from coverage:

Aggregate stop loss assumes a \$300,000 specific deductible per covered member. The specific deductible amount in item number 11 below also is assumed per covered member.

3. Covered Benefits:

Aggregate Stop-loss	Individual Stop-loss
<input checked="" type="checkbox"/> Medical	<input type="checkbox"/> Medical
<input type="checkbox"/> Prescription Drug	<input type="checkbox"/> Prescription Drug
<input checked="" type="checkbox"/> Mental Health	<input type="checkbox"/> _____

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**4. Coverage Options:**

<b>Aggregate Stop-loss</b>	<b>Individual Stop-loss</b>	<b>Explanation</b>
<input type="checkbox"/> Paid Option	<input type="checkbox"/> Paid Option	Claims Incurred after Policy effective date and Paid during the Policy Year.
<input type="checkbox"/> 12/12	<input type="checkbox"/> 12/12	Claims Incurred within 12 months following start of Policy Year and Paid within 12 months following start of Policy Year.
<input type="checkbox"/> 12/15	<input type="checkbox"/> 12/15	Claims Incurred within 12 months following start of Policy Year and Paid within 15 months following start of Policy Year.
<input type="checkbox"/> 12/18	<input type="checkbox"/> 12/18	Claims Incurred within 12 months following start of Policy Year and Paid within 18 months following start of Policy Year.
<input checked="" type="checkbox"/> 24/12	<input type="checkbox"/> _____	Claims Incurred within ____ months following start of Policy Year and Paid within ____ months following start of Policy Year.

**5. Run In.** ☐ Yes ☒ No

During the initial Policy Year, the Company will apply all Eligible Expenses incurred during the selected period preceding the Effective Date of the Policy and Paid during the initial Plan Year.

<b>Aggregate Stop-loss</b>	<b>Individual Stop-loss</b>
<input type="checkbox"/> 3 Months	<input type="checkbox"/> 3 Months
<input type="checkbox"/> 4 Months	<input type="checkbox"/> 4 Months
<input type="checkbox"/> 6 Months	<input type="checkbox"/> 6 Months
<input type="checkbox"/> _____	<input type="checkbox"/> _____
Limit:	Limit:

**6. Organ Transplant Step Down Deductible Option** ☒ Yes ☐ No  
Step-Down Amount – \$ 10,000**7. Monthly Aggregate Advance Option** ☐ Yes ☒ No**8. Aggregating Specific Stop-loss** ☐ Yes ☒ No

Deductible amount – Not Applicable

**9. Stop-loss Coinsurance:**

Proposed Policyholder is a healthcare provider or an affiliation of providers that renders health care services to individuals covered under the Policyholder's self-funded health plan

☐ Yes ☒ No

**10. Annual Aggregate Maximum Benefit:** \$1,000,000

**11. Annual Individual Deductible:** \$300,000

**12. Lifetime Individual Maximum Benefit:** Not Applicable

**13. Minimum Annual Aggregate Deductible:**

90% of first Monthly Aggregate Deductible multiplied by 12

**14. Covered Persons with unique individual stop-loss deductible amounts and maximums:**

Name	Unique Annual Individual Stop-loss Deductible Amount	Unique Individual Lifetime Maximum Benefit
Not Applicable	Not Applicable	Not Applicable

**15. Monthly Rates:**

	Aggregate Deductible Factor PPO 100 / PPO80 / HDHP	Aggregate Stop-loss Premium	Individual Stop-loss Premium
Employee Only	\$408.97 / \$343.53 / \$278.10	\$1.11	Not Applicable
Employee and Spouse	\$813.86 / \$683.64 / \$278.10	\$1.11	Not Applicable
Employee and Child	\$813.86 / \$683.64 / \$278.10	\$1.11	Not Applicable
Family	\$1,623.62 / \$1,363.84 / \$1,104.06	\$1.11	Not Applicable

**16. Terminal Liability Option.**☐

Yes

☒

No

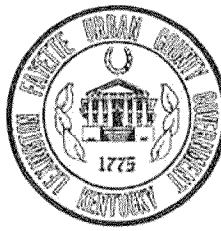
This coverage will include all Eligible Expenses paid during the selected period following the Policy termination Effective Date. This feature is only available if "Paid Option" or "12/12" is chosen above.

**A. Terminal Liability Period:**

Aggregate Stop-loss		Individual Stop-loss	
<input type="checkbox"/>	3 Months	<input type="checkbox"/>	3 Months
<input type="checkbox"/>	4 Months	<input type="checkbox"/>	4 Months
<input type="checkbox"/>	6 Months	<input type="checkbox"/>	6 Months
<input type="checkbox"/>		<input type="checkbox"/>	

**B. Terminal Liability Maximum Benefit:** Not Applicable**C. Terminal Liability Rates:**

	Aggregate Deductible Factor	Aggregate Stop-loss Premium	Individual Stop-loss Premium
Employee Only	Not Applicable	Not Applicable	Not Applicable
Employee and Spouse	Not Applicable	Not Applicable	Not Applicable
Employee and Child	Not Applicable	Not Applicable	Not Applicable
Family	Not Applicable	Not Applicable	Not Applicable



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Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

William O'Mara  
Acting Commissioner

**TO: JIM NEWBERRY, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: PAULA KING, DIRECTOR  
DIVISION OF COMMUNITY DEVELOPMENT**

**DATE: JUNE 5, 2009**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE  
CHANGE ORDER NO. 1 TO THE CONTRACT WITH G & G  
PAVING AND CONSTRUCTION, INC. FOR THE VALLEY PARK  
PARKING RENOVATION PROJECT**

On April 9, 2009 (Resolution No. 252-2009), Council approved the award of a contract (Bid No. 21-2009) to G. & G Paving and Construction, Inc. for the Valley Park Parking Renovation Project in the amount of \$37,100. The Division of Parks and Recreation has negotiated a change order in the amount of \$3,600 for the construction of a new entrance apron and installation of post bollards to keep vehicles from entering the park from the parking area. New total is \$40,700.

Funds for this project are budgeted as follows:

FUND	DID	SECT	ACCOUNT	ACTIVITY	PROJECT	BUD REF	AMOUNT
3120	707601	7211	90311	C03F	CDBG	2006	\$3,600

Council authorization to execute Change Order No. 1 is hereby requested.

Paula King  
Director

Xc: Kimra Cole, Commissioner of General Services



**CONTRACT HISTORY FORM**Contractor: G & G Paving & Construction, Inc.Project Name: Valley Park Parking RenovationContract Number and Date: 60-2009 April 2009Responsible LFUCG Division: Parks & Recreation**CHANGE ORDER DETAILS****Summary of Previous Change  
Orders To Date****Dollar Amount****Percent Change to  
Original Contract**A. Original Contract Amount: \$ 37,100.00B. Cumulative Amount of  
Previous Change Orders: \$                      0% %  
(Line B / Line A)C. Total Contract Amount  
Prior to this Change Order: \$ 3,600.00**Current Change Order**D. Amount of This Change Order: \$                      0% %  
(Line D / Line A)E. New Contract Amount  
Including this Change Order: \$ 40,700.00 110% %  
(Line E / Line A)**SIGNATURE LINES**Project Manager: Date: 6-4-09Reviewed by: Date: 6/4/09Division Director: Date: 6/4/09

**LEXINGTON -FAYETTE  
URBAN COUNTY GOVERNMENT  
CONTRACT CHANGE ORDER  
Page 1 of 2**

Date: 6-3-09 **391-09**

Project: Valley Park Parking  
Renovation 21-2009

Location: 2077 Cambridge Dr.

To (Contractor)  
G & G Paving & Construction

Contract No 60-2009

Change Order No. 1

You are hereby requested to comply with the following changes from  
the contract plans and specifications:

Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	New entrance apron, 45 SY 4000 PSI concrete paving 4.5" installed.		\$1,800.00
2	New 6" - 8" round pressure treated post bollards 4' o.c. set in concrete		\$1,800.00
Change in contract price due to this Change Order:			\$3,600.00
Total decrease		\$0.00	XXXXXXXXXXXX.XX
Total increase		XXXXXXXXXXXX.XX	\$3,600.00
Net (increase) contract price			

The sum of \$3,600.00 is hereby added to the total contract price, and  
the total adjusted contract price to date thereby is \$40,700.00  
The time provided for completion in the contract and all provisions of the  
contract will apply hereto.

Recommended by Michelle Kosiemal (Superintendent) Date 6/4/09  
Accepted by Terrance Gotschall (Contractor) Date 6/4/09  
Approved by J. Hamer (Director) Date 6/4/09  
Approved by Kurt Goy (Commissioner) Date 6/8/09  
Approved by \_\_\_\_\_ (Mayor or CAO) Date \_\_\_\_\_



## LEXINGTON DIVISION OF POLICE

390-09

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150 East Main Street • Lexington, KY 40507 • (859) 258-3600

**TO:** Mayor Jim Newberry  
Urban County Council

**FROM:** Chief Ronnie Bastin  
Division of Police

**DATE:** June 1, 2009

**RE:** Bluegrass Crime Stopper's Donation

Please find attached a blue sheet requesting approval for the Lexington Division of Police to accept listed donated item from the Bluegrass Crime Stopper's. Total value of donation: \$1,645.06.

- Conference Registration, Travel, Lodging and Meals for Detective Robert Sarrantonio to attend the Crime Stopper's USA National Conference, scheduled in August 23-30, 2009. Detective Sarrantonio is the regional Vice-President for Crime Stopper's USA.

There will be no budgetary impact to the Division of Police. If you have any questions or require additional information, please contact me.

A handwritten signature in cursive script that reads "Ronnie Bastin".

Ronnie Bastin  
Chief of Police

RB/rmh

cc: Tim Bennett, Commissioner



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Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

William O'Mara  
Acting Commissioner

**TO: JIM NEWBERRY, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: PAULA KING, DIRECTOR  
DIVISION OF COMMUNITY DEVELOPMENT**

**DATE: JUNE 2, 2009**


**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO  
THE U.S. DEPARTMENT OF JUSTICE REQUESTING FEDERAL FUNDS  
FOR THE PURCHASE OF BULLETPROOF VESTS— FY 2010**

An application has been prepared for submission to the U.S. Department of Justice requesting federal funds for the purchase of bulletproof vests for the Division of Police, Division of Fire and Emergency Services, and the Fayette County Sheriff's Office.

The purpose of the Bulletproof Vest Partnership Grant Acts of 1998 (Public Law 105-181 and 2000 Public Law 106-517) is to save the lives of law enforcement officers by helping States and units of local governments equip their law enforcement officers with armor vests. The application can only be submitted by the local government. All law enforcement agencies in Fayette County that want to participate in the program must do so in a unified application with the lead entity being the LFUCG. A 50% local match is required.

The Division of Police is requesting federal funds for the purchase of 46 vests at a cost per vest of \$760.00. The Division of Fire and Emergency Medical Services is requesting funds for the purchase of ten vests at a cost per vest of \$760.00. Total project cost is \$42,560. The amount of federal funds requested is \$21,280. Local match has been requested from the Fiscal Year 2010 General Fund budget. The Fayette County Sheriff is requesting funds for ten vests at a cost of \$798.00 for a project total of \$7,980. The amount of federal funds requested by the Sheriff is \$3,990. The Sheriff will provide the match of \$3,990 from her own budget.

Council authorization to submit the application is hereby requested.

  
\_\_\_\_\_  
Paula King  
Director

Xc: Tim Bennett, Commissioner of Public Safety



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Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

William O'Mara  
Acting Commissioner

**TO: JIM NEWBERRY, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: PAULA KING, DIRECTOR  
DIVISION OF COMMUNITY DEVELOPMENT**

**DATE: JUNE 8, 2009**


**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT, AND ACCEPT AWARD  
IF OFFERED, A GRANT APPLICATION TO THE U.S. DEPARTMENT OF  
JUSTICE REQUESTING FEDERAL FUNDS UNDER THE EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT— FY 2010**

The Lexington-Fayette Urban County Government has been informed that it is eligible to apply for federal funds from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG program is a blend of the previous Byrne Formula and Local Law Enforcement Block Grant Programs, providing local agencies with the flexibility to prioritize and place justice funds where they are needed most. LFUCG is eligible to receive a formula amount of \$410,023. No matching funds are required.

JAG funds may be used for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more the following purpose areas: Law enforcement program, prosecution and court programs, prevention and education programs, corrections and community corrections programs, drug treatment programs, and planning, evaluation, and technology improvement programs.

The LFUCG Division of Police is proposing to use these funds to support the costs of installing Wireless Mesh Network inside of New Circle Road, for the purposes of improving communications on the Department of Public Safety's mobile data computer network.

Council authorization to submit the application and accept the award is hereby requested.

  
Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



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Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

William O'Mara  
Acting Commissioner

**TO: JIM NEWBERRY, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: PAULA KING, DIRECTOR  
DIVISION OF COMMUNITY DEVELOPMENT**

**DATE: JUNE 8, 2009**

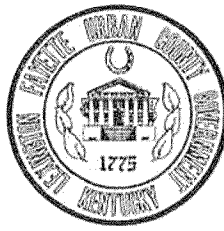
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FOR  
POLICE TRAINING INCENTIVE GRANT FOR FY 2010 FROM THE  
KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET**

Police Training Incentive funds are used to provide eligible police officers with supplemental pay for participation in training programs. Supplemental pay in the amount of \$3,100.00 for each eligible officer (569 sworn positions) is provided for a total of \$1,763,900. In addition, the program contributes 17.00% of that total towards the pension of participants, totaling 299,863. The total funds amount to \$2,063,763 with no local match required. Funds are from the state of Kentucky and are awarded by the Kentucky Justice and Public Safety Cabinet.

Council authorization to accept the grant is hereby requested.

  
Paula King, Director

Xc: Tim Bennett, Commissioner of Public Safety



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Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

William O'Mara  
Acting Commissioner

**TO: JIM NEWBERRY, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: PAULA KING, DIRECTOR  
DIVISION OF COMMUNITY DEVELOPMENT**


**DATE: JUNE 8, 2009**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD  
OF \$1,875,159 IN FY 2010 FUNDS FROM THE COMMISSION ON  
FIRE PROTECTION, PERSONNEL, STANDARDS, AND  
EDUCATION FOR TRAINING INCENTIVE FOR  
FIREFIGHTERS**

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The Commission on Fire Protection, Personnel, Standards, and Education makes state funds available to provide eligible firefighters with supplemental pay for participation in various training programs. Supplemental pay in the amount of \$3,100 for each eligible firefighter (517 funded officers) is provided for a total of \$1,602,700. In addition, the program contributes 17.00% of that total towards the pension of participants, totaling \$272,459. Total funds amount to \$1,875,159. No local match is required under this program.

Council authorization to accept award is hereby requested.

  
\_\_\_\_\_  
Paula King, Director

Xc: Tim Bennett, Commissioner of Public Safety



395-09

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Lexington-Fayette Urban County Government  
DEPARTMENT OF PUBLIC SAFETY

Jim Newberry  
Mayor

Tim Bennett  
Commissioner

May 22, 2009

TO: Mayor Jim Newberry and Urban County Council

FROM: David Lucas, Enhanced 9-1-1 Director

RE: Revisions to original address changes

Revisions to a previously passed Resolution (# 350-2009) are requested to correct a mistake submitted from a previous draft.

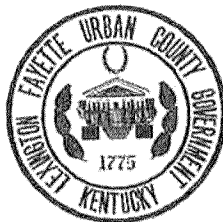
The street name and/or number changes are needed to ensure the proper operation of the Enhanced 9-1-1 system. The corrections eliminate several confusing, duplicate and/or improperly named and numbered addresses in Fayette County.

The official date of change should be retroactive to the original date of passage.

The following documents are attached:

1. Administrative review form (Blue sheet).
2. Resolution Amendment Draft.





401-09

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Lexington-Fayette Urban County Government  
DEPARTMENT OF PUBLIC SAFETY

Jim Newberry  
Mayor

Tim Bennett  
Commissioner

# MEMORANDUM

**TO:** Jim Newberry, Mayor  
Council Members

**FROM:** Patricia L Dugger, RS MPA, DEM Director

**RE:** Transfer of Assets

**DATE:** May 29, 2009

I am requesting the Urban County Council to authorize the Mayor to accept the items listed below as a donation from Kentucky's Division of Emergency Management and the Jessamine County Emergency Management Agency. Ownership of these items was transferred to the Lexington Fayette Urban County Government as part of a spending package through the Chemical Stockpile Emergency Preparedness Program (CSEPP). All items, with the exception of the monitor, will be transferred to the Division of Fire and Emergency Services. They will be tagged and tracked through the inventory system that is utilized by the Division of Emergency Management (DEM). The monitor will stay with the Division of Emergency Management.

DEM has received the following items from Kentucky's Division of Emergency Management:

- 20 Desktop charge and battery for Quickdraw Suction unit . Total cost of \$4400.
- 2 boxes of wristbands. Total cost of \$134.
- 1 - 17" View Sonic Monitor. Total cost of \$167.09.

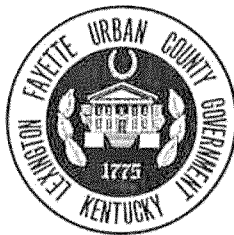
DEM has received the following items from the Jessamine County Emergency Management Agency:

- 15 Medical Ready Bags. Total cost of \$5194.35.

DEM will be receiving the following items from Kentucky's Division of Emergency Management:

- 2 Hazmat Cad Plus monitors. Total cost will be approximately \$15,600.

**Cc:** Tim Bennett, Public Safety Commissioner  
Hazel Lambert, Administrative Specialist  
CSEPP File



393-09 42

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Community Development

**TO: JIM NEWBERRY, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: PAULA KING, DIRECTOR**

**DATE: JUNE 8, 2009**


**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE  
PROPERTIES AS PROVIDED BY A FLOOD MITIGATION  
ASSISTANCE GRANT AWARDED BY THE KENTUCKY  
DEPARTMENT OF MILITARY AFFAIRS/KENTUCKY  
EMERGENCY MANAGEMENT AGENCY**

On January 22, 2009 (Resolution No. 30-2009), Council approved the acceptance of a grant of federal funds from the Kentucky Department of Military Affairs/Kentucky Emergency Management Agency for the implementation of a flood hazard mitigation project. Federal funds are from the Federal Emergency Management Agency and are for the purchase and demolition of nine residential properties on Ft. Sumter Drive, Gayle Drive, Cabot Drive, and Shandon Drive. Owners of these properties have experienced repeated flooding over the past 25 years. The solution is the purchase and demolition of these properties. The vacant land will be used as open space. Total cost of acquisition is estimated at \$1,146,090.

Funds for the purchase of these properties are budgeted as follows:

FUND	DID	SECT	ACCT	BUD REF	PROJECT	ACTIVITY
2517	303204	3321	92211	2008	STORM WATER	STORMWATER
3200	303204	3321	90111	2009	FLOOD MIT ASST	DEFAULT

Council authorization to acquire these properties in fee simple title is hereby requested.

  
Paula King, Director

Xc: Cheryl Taylor, Commissioner of the Department of Environmental Quality

HORSE CAPITAL OF THE WORLD

200 East Main Street 6<sup>th</sup> Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com





398-09

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Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Community Development

**TO: JIM NEWBERRY, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: PAULA KING, DIRECTOR  
DIVISION OF COMMUNITY DEVELOPMENT**

**DATE: JUNE 9, 2009**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE EASEMENT AT  
463 SHAWNEE AVENUE FOR THE MEADOWS-NORTHLAND-  
ARLINGTON NEIGHBORHOOD IMPROVEMENT PROJECT PHASE 3C**

This easement is needed for construction of storm sewerage in the neighborhood. The Meadows-Northland-Arlington Neighborhood Improvement Project is funded by the U.S. Department of Housing and Urban Development Community Development Block Grant.

The Division of Engineering has negotiated a purchase of 8 square feet of permanent sidewalk easement at 463 Shawnee Avenue from the Edna Rae Kerns Estate in the amount of \$100.00.

Funds for purchase of the easement are budgeted in account:

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY
3120	303202	3211	91713	CDBG	2009	C03

Council authorization to accept deed of permanent sidewalk easement is hereby requested.

Paula King  
Director

Xc: Division of Engineering  
James M. Webb, Commissioner of Public Works and Development

HORSE CAPITAL OF THE WORLD

200 East Main Street 6<sup>th</sup> Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com



LEXINGTON-FAYETTE URBAN COUNTY COUNCIL  
*Memorandum*

402-09

44

TO: Rebecca Langston  
Council Administrator

FROM: Tom Blues  
Tom Blues

DATE: June 4, 2009

SUBJECT: Capital Funds purpose/use amendment  
Georgetown Street Neighborhood Association

This capital request is to amend the purpose/use and amount of the capital funds for Georgetown Street Neighborhood Association in the amount of \$5,000 to \$2980.00. The previous purpose/use of the capital funds were a sidewalk replacement in Douglas park the neighborhood association has request a change of use to be allowed to purchase and install ceiling tiles for the community center.

The recipient's name and address:

Georgetown Street Neighborhood Association  
P. O. Box 11382  
Lexington, KY 40575  
Attention: Michael Haskins

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH GEORGETOWN NEIGHBORHOOD ASSOCIATION, INC. TO REFLECT A CHANGE IN THE USE OF \$5,000.00 OF CAPITAL PROJECT FUNDS FROM DEVELOPING A CORRIDOR VISIONING PLAN TO SIDEWALK REPAIR IN DOUGLAS PARK, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

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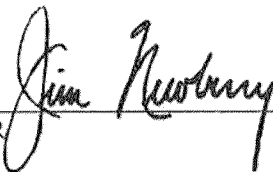
BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an amendment to the Agreement, which is attached hereto and incorporated herein by reference, with Georgetown Neighborhood Association, Inc. to reflect a change in the use of \$5,000.00 of capital project funds from developing a corridor visioning plan to sidewalk repair in Douglas Park, at no additional cost to the Lexington-Fayette Urban County Government.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 12, 2008

MAYOR



ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: June 18, 2008-1t



400-09

46

Lexington-Fayette Urban County Government  
OFFICE OF THE SENIOR ADVISOR / CIO

Jim Newberry  
Mayor

Rama Dhuwaraha  
Senior Advisor / CIO

MEMORANDUM

TO: Mayor Jim Newberry  
FROM: Chad Cottle, PeopleSoft Project Mgr  
VIA: Rama Dhuwaraha, Senior Advisor/CIO  
DATE: May 14, 2009  
RE: Lease Agreement for the Synergy Project

Please find attached an Administrative Review Form (bluesheet) and Lease Agreement document between LFUCG and MES Enterprises, LLC. This covers the lease renewal for the Project Synergy (PeopleSoft) offices at Triangle Center.

This request will authorize a Lease for Commercial Office Space at \$4,143.75 per month with MES Enterprises, LLC for 4,275 square feet on the top floor of the Triangle Center located at 325 West Main Street for Project Synergy. The 12-month lease is from July 1, 2009 and terminating July 1, 2010. Funds have been requested in the FY2010 Budget.

**Lease for Commercial Office Space  
Top Floor- Triangle Center  
325 West Main, Lexington, Kentucky**

This document will serve as a **LEASE** for commercial office space on the top (3<sup>rd</sup>) floor of the Triangle Center building, located at 325 West Main Street, in Lexington, Kentucky. The entire 3<sup>rd</sup> floor space is owned by **MES Enterprises, LLC**; this lease covers **4,275** sq. feet of rentable space.

The lessee is **Lexington Fayette Urban County Government**.

Terms of this lease: **12 months** duration, beginning on **July 1<sup>st</sup>, 2009**, and terminating on **July 1<sup>st</sup>, 2010**.

A total of **4,275** sq. feet will be initially occupied by lessee: monthly rental is **\$ 4,143.75**.

For this stipulated monthly sum of **\$ 4,143.75**, MES Enterprises, LLC agrees to provide the following: space as delineated, common area maintenance (including provision of heat\*, cooling\*, electricity\*, running water\*, services of an outside cleaning firm, access (by written reservation) to 2 large and 1 small conference rooms; usage of the main and catering kitchens; access to a full time receptionist; usage of common restrooms; usage of telephone lines, access to the main fax machine located at the reception desk.

(\*starred items are included with the understanding that the entire building shares a common heating and cooling system, as well as its electric power and water service - MES Enterprises has no actual control over these utilities - they're maintained

through the services of building personnel employed through the condominium association).

Also included - the services of a professional, bonded and insured office cleaning group - which begins its "rounds" at 5pm Monday-Friday evenings. Cleaning service will NOT disturb cluttered desks.

The following are not included in the rental agreement: computer equipment of any kind, copiers and other electronics; any required specialized wiring or lighting for lessee's particular business needs; paid private parking spaces - either in the adjacent garage or on street lots nearby (these must be arranged through Central Parking Systems). Charges for long distance phone calls and faxes (will be billed separately, monthly).

**Conditions:** Both lessor and lessee acknowledge that the environment of the entire 3<sup>rd</sup> floor space is one of openness. There are very few walls - and the main semi-circular corridor facilitates easy access of employees and visitors literally from Broadway on the west side to Mill Street on the east end.

The entire space is a non-smoking area. Smokers must go outside to "light up" - either to the balcony which is adjacent to an office provided in this lease, or to the area in the garage close to the Victorian Square pedway.

MES Enterprises carries liability, fire, and accident insurance on the entire floor; lessee must carry its own insurance to cover its own contents and equipment, and name MES Enterprises as an additional insured.

Rent payments must be made to MES in a timely manner: payment is due the 1<sup>st</sup> working day of each month - no exceptions. Payments received after the 3<sup>rd</sup> of each



month will accrue a \$50 per day late fee. Invoices will be sent out to accounts payable on the 20<sup>th</sup> of each month.

Building manager is Julie Reed - this individual is to be contacted for such needs as light bulb replacement, special requests for the cleaning service, etc.

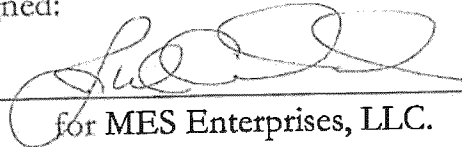
**Termination:** Either party may terminate this leasing arrangement with 90 days written notice furnished to the other, or upon change of building ownership. In the event of such termination, both parties agree to fulfill all obligations agreed upon within this document until the termination takes effect. Lessee does not have the right to sublease all or any part of its space without the written consent of MES Enterprises, LLC.

Signed: \_\_\_\_\_

for \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

  
for MES Enterprises, LLC.

Date: 5/11/09



392-09

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Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Commissioner's Office

Department of Environmental Quality

TO: Mayor Jim Newberry  
Urban County Council

FROM:   
Cheryl A. Taylor, Commissioner  
Department of Environmental Quality

DATE: June 9, 2009

RE: Radcliffe Road Drainage Project

The Division of Water Quality requests approval of Change Order #1 with CDP Engineers, Inc. to increase the design services contract for the Radcliffe Road Drainage Project. The charge order is requested to ensure that the contract specifications and project deliverables are in conformance with the recently approved economics stimulus funding provided by the Kentucky Infrastructure Authority (KIA).

The original contract with CDP Engineering was \$43,500.00. The currently requested change order, in the amount of \$8,000 would increase the overall contract amount to \$51,500.00.

Fund for Change Order #1 are budgeted (2522 303204 3321 92211)

HORSE CAPITAL OF THE WORLD

392-09

CONTRACT HISTORY FORMContractor: CDP EngineersProject Name: Radcliffe Road Drainage ProjectContract Number and Date: #5996 - Resolution No. 568-2007Responsible LFUCG Division: Water QualityCHANGE ORDER DETAILSSummary of Previous Change  
Orders To DateDollar AmountPercent Change to  
Original ContractA. Original Contract Amount: \$ 43,500.00B. Cumulative Amount of  
Previous Change Orders: \$ 0.000% %  
(Line B / Line A)C. Total Contract Amount  
Prior to this Change Order: \$ 43,500.00Current Change OrderD. Amount of This Change Order: \$ 8,000.0018% %  
(Line D / Line A)E. New Contract Amount  
Including this Change Order: \$ 51,500.00118% %  
(Line E / Line A)SIGNATURE LINES

Project Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

Division Director: Date: 6-6-09

URBAN COUNTY COUNCIL  
Inter-Governmental Committee

June 9, 2009

CM James called the meeting to order at 1:33 P.M. All committee members were present. James read a press release from the Mayor's office asking parents to pick up children attending EPS program, due to a homicide at Leestown School. She told the committee two of today's agenda items would not be covered since there is a presentation on both planned for Sept. 15, 2009. The issue of Oaths for Boards & Commissions would be covered first.

I. Oaths for Boards & Commissions- Beard

Beard distributed and introduced a draft ordinance dated May 20, 2009 requiring appointees to boards, agencies and commissions which require council confirmation to take an oath of office or oath by affidavit with 30 days of confirmation.

Discussion:

Lawless asked why we are not making this ordinance retroactive to current board & commission members, referring to section 2 of the draft stating it would not apply to members prior to July 1, 2009. She also referred to the second paragraph, of section 3 suggesting other than a copy of the state auditors recommendations, the ethics act also be included.

Glenda George, Law Dept. replied she added this as an effective date but it can be removed. She said it was not possible to include the ethics act, since all boards and commissions are not subject to it.

Beard commented saying members already serving should also be administered the oath and the effective date clause be removed. He sees no reason why the ethics act could not be included.

Glenda George said the ethics act (chapter 25) only applies to 4 boards/commissions. They are: Planning Commission, Ethics Commission, B.O.A.R. and Comprehensive Plan Update Board, which no longer exists.

Feigel said we should at least provide information or a copy of the ethics act asking all boards or commissions to review. She wanted to know can we make the oath retro active asking current board members to sign.

James confirmed proposed change in language: "I have been provided a copy of the ethics act to review" and perhaps require a signature acknowledging it.

Martin asked Glenda George if we could impose retro active conditions to appointments we've already made. He said he did not think it was possible.

Ms. George replied the law department would have to research that question. She said the assumption was the draft ordinance would become effective upon passage and felt comfortable going forward, not back.

Martin expressed concern saying this oath adopts the state auditors' report/recommendations and cautioned since the council has not fully reviewed them. He suggested taking a strong look at each recommendation. He asked what are the implications to appointees if they did not follow the recommendations. He was not sure there would be any legal recourse. He stated he was in favor of having an oath, but not sure this was it. He asked George if council has ever adopted the state auditor's report.

Ms. George said it was not necessary to use the state auditors' recommendation if the committee chooses not to. However, by including it in the ordinance implies approval or agreement. She said council would have the opportunity to remove appointees for failure to comply. She said no formal adoption of the state auditors report has taken place outside of this draft ordinance.

Blues said Martin's points are good. He said the audit recommendations constitute more of a job description and set of obligations. He asked how to craft an oath bringing forward the recommendations.

Beard observed the problem is having multiple boards with different missions. Some being more visible to the public than others. He asked would it be better if an entity approves the audit recommendation and does not take an oath, or takes an oath if they state they would follow the recommendations.

Martin said if recommendations apply to some and not others, who determines what's applicable? He reiterated the context in which we adopt is important. He said we need to define the role of financial standards and ethics and insure they are applicable. Putting it in an oath is not as effective as perhaps in an ordinance. He suggested language: acknowledging review of KRS 273-215 and applicable documents pertaining to the board to which one is appointed and require signing an annual consent. We may want large boards such as the airport and library to comply with an ordinance like this.

Motion by Feigel directing the department of law to include the committees comments, suggestions, recommendations, re-draft the ordinance for review, discussion at a future meeting, seconded by Lawless, passed without dissent.

Lawless asked Commissioner of Law, Askew, if council has authority to remove any board members. He said there are a few, and he would provide a list of them.

Myers said we are looking for a way to make the ordinance comprehensive and include all necessary criteria at the same time. He asked Askew how an appointee would know what their duties and responsibilities are. Askew replied, the ordinance that established the specific board or commission should also provide an outline to cover that type of information.

## 2. Review Boards & Commissions - Myers

Myers asked Glenda George to update the committee on status of boards, commissions and committees presented to council for elimination or consolidation. Ms. George said there is an ordinance that can be brought before council regarding the Stonewall Appeals Board. But after discussion it was determined that board would most likely remain. She also mentioned the Urban Renewal Board which is still in existence but not active. Myers asked if it could be dissolved. George replied she would research and follow up with that answer.

James reminded the committee there are still funds related to the Urban Renewal Board and to consider that when making decisions to dissolve or not.

George pointed out a resolution abolishing several boards/commissions and an ordinance in today's packet also dealing with this issue.

Myers and George pointed out some of the difficulties to come up with an ordinance putting all boards and commissions under the ethics act and statement of financial disclosure. He said the Ethics Commission has never imposed a fine for failure to complete a statement of financial disclosure.

Beard and Blues did not agree with the financial disclosure aspect, concerned that citizens might be reluctant to volunteer to serve on boards/commissions

George suggested an option to specify which boards/commissions need to comply with Chapter 25.

Myers clarified the term used was not financial disclosure but rather "statement of financial interest". George added it would be the same form council members are required to fill out.

Motion by Myers directing department of law to amend the draft ordinance that any boards and commissions appointed by the Mayor and approved by Council be subject to compliance of the Ethics Act and Statement of Financial interest act, seconded by Henson. Motion passed with dissenting votes from: Blues, Beard and Martin.

Askew told the committee as part of amending the draft he would also research how other cities were handling this issue and if a dollar value is associated with criteria for a statement of financial interest.

Myers asked Askew to also include history of why we did not proceed in that direction.

### 3. Update on Committee Items

There was no change to the existing list of items referred to the Intergovernmental Committee.

Motion to adjourn by Beard, seconded by Blues, meeting adjourned at 2:57 pm